


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 		RATING	PAGE OF * PAGES
2. CONTRACT NO.		3. SOLICITATION NO. W601692A2	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. W601692A2
7. ISSUED BY (Hand Carried/Courier Address) Environmental Protection Agency BID/PROPOSAL ROOM, 3rd Floor 499 South Capitol Street Washington, DC 20003		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) Environmental Protection Agency BID/PROPOSAL ROOM (3803F) 401 M Street, S.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depositorylocated in item 7 until 01:30 PM EST local time 11/21/96
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ROBERT J. SINGMAN	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-260-5759
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE Period

Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Project Manager	2,000	\$	\$
<u>Professional Level 4</u>			
Senior Engineer	850	\$	\$
Senior Scientist	3,000	\$	\$
Senior Analyst/Planner	575	\$	\$
<u>Professional Level 3</u>			
Engineer	1,650	\$	\$
Scientist	4,800	\$	\$
Analyst/Planner	1,650	\$	\$
Computer Specialist	150	\$	\$
Document/Research Specialist	225	\$	\$
<u>Professional Level 2</u>			
Engineer	2,500	\$	\$
Scientist	4,900	\$	\$
Analyst/Planner	1,750	\$	\$
Computer Specialist	150	\$	\$
Doc./Research/Presentation Spec.	300	\$	\$
<u>Professional Level 1</u>			
Junior Engineer	1,125	\$	\$
Junior Scientist	3,000	\$	\$
Junior Analyst/Planner	900	\$	\$
Junior Computer Specialist	300	\$	\$
Jr. Doc/Research/Preset. Spec.	675	\$	\$
<u>Technican</u>			
Technician - T-3	600	\$	\$
Technician - T-2	600	\$	\$
Technician - T-1	300	\$	\$

Option Period I

Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Project Manager	2,000	\$	\$
<u>Professional Level 4</u>			
Senior Engineer	850	\$	\$
Senior Scientist	3,000	\$	\$
Senior Analyst/Planner	575	\$	\$
<u>Professional Level 3</u>			
Engineer	1,650	\$	\$
Scientist	4,800	\$	\$
Analyst/Planner	1,650	\$	\$
Computer Specialist	150	\$	\$
Document/Research Specialist	225	\$	\$
<u>Professional Level 2</u>			
Engineer	2,500	\$	\$
Scientist	4,900	\$	\$
Analyst/Planner	1,750	\$	\$
Computer Specialist	150	\$	\$
Doc./Research/Presentation Spec.	300	\$	\$
<u>Professional Level 1</u>			
Junior Engineer	1,125	\$	\$
Junior Scientist	3,000	\$	\$
Junior Analyst/Planner	900	\$	\$
Junior Computer Specialist	300	\$	\$
Jr. Doc/Research/Preset. Spec.	675	\$	\$
<u>Technican</u>			
Technician - T-3	600	\$	\$
Technician - T-2	600	\$	\$
Technician - T-1	300	\$	\$

Option Period II

Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Project Manager	2,000	\$	\$
<u>Professional Level 4</u>			
Senior Engineer	850	\$	\$
Senior Scientist	3,000	\$	\$
Senior Analyst/Planner	575	\$	\$
<u>Professional Level 3</u>			
Engineer	1,650	\$	\$
Scientist	4,800	\$	\$
Analyst/Planner	1,650	\$	\$
Computer Specialist	150	\$	\$
Document/Research Specialist	225	\$	\$
<u>Professional Level 2</u>			
Engineer	2,500	\$	\$
Scientist	4,900	\$	\$
Analyst/Planner	1,750	\$	\$
Computer Specialist	150	\$	\$
Doc./Research/Presentation Spec.	300	\$	\$
<u>Professional Level 1</u>			
Junior Engineer	1,125	\$	\$
Junior Scientist	3,000	\$	\$
Junior Analyst/Planner	900	\$	\$
Junior Computer Specialist	300	\$	\$
Jr. Doc/Research/Preset. Spec.	675	\$	\$
<u>Technican</u>			
Technician - T-3	600	\$	\$
Technician - T-2	600	\$	\$
Technician - T-1	300	\$	\$

Option Period III

Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Project Manager	2,000	\$	\$
<u>Professional Level 4</u>			
Senior Engineer	850	\$	\$
Senior Scientist	3,000	\$	\$
Senior Analyst/Planner	575	\$	\$
<u>Professional Level 3</u>			
Engineer	1,650	\$	\$
Scientist	4,800	\$	\$
Analyst/Planner	1,650	\$	\$
Computer Specialist	150	\$	\$
Document/Research Specialist	225	\$	\$
<u>Professional Level 2</u>			
Engineer	2,500	\$	\$
Scientist	4,900	\$	\$
Analyst/Planner	1,750	\$	\$
Computer Specialist	150	\$	\$
Doc./Research/Presentation Spec.	300	\$	\$
<u>Professional Level 1</u>			
Junior Engineer	1,125	\$	\$
Junior Scientist	3,000	\$	\$
Junior Analyst/Planner	900	\$	\$
Junior Computer Specialist	300	\$	\$
Jr. Doc/Research/Preset. Spec.	675	\$	\$
<u>Technican</u>			
Technician - T-3	600	\$	\$
Technician - T-2	600	\$	\$
Technician - T-1	300	\$	\$

Option Period IV

Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
-----	-----	-----	-----
Project Manager	2,000	\$	\$
<u>Professional Level 4</u>			
Senior Engineer	850	\$	\$
Senior Scientist	3,000	\$	\$
Senior Analyst/Planner	575	\$	\$
<u>Professional Level 3</u>			
Engineer	1,650	\$	\$
Scientist	4,800	\$	\$
Analyst/Planner	1,650	\$	\$
Computer Specialist	150	\$	\$
Document/Research Specialist	225	\$	\$
<u>Professional Level 2</u>			
Engineer	2,500	\$	\$
Scientist	4,900	\$	\$
Analyst/Planner	1,750	\$	\$
Computer Specialist	150	\$	\$
Doc./Research/Presentation Spec.	300	\$	\$
<u>Professional Level 1</u>			
Junior Engineer	1,125	\$	\$
Junior Scientist	3,000	\$	\$
Junior Analyst/Planner	900	\$	\$
Junior Computer Specialist	300	\$	\$
Jr. Doc/Research/Preset. Spec.	675	\$	\$
<u>Technican</u>			
Technician - T-3	600	\$	\$
Technician - T-2	600	\$	\$
Technician - T-1	300	\$	\$

The rate, or rates, set forth above cover all expenses, including report preparation, quality assurance certification, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the Contracting Officer or the Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$20,000.00. The amount of all orders shall not exceed TO BE DETERMINED.

The contract maximum to be specified will reflect the contractor's total maximum cost for that period.

B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

The Government anticipates Other Direct Costs may be used for the following types of activities: travel, field investigations and laboratory analyses (not limited to collection and analyses of soil samples, surface and ground water samples, and air samples; remote sensing; archaeological and historical site evaluations; biological assessments). Any requirement for such field and laboratory investigation, evaluation and analyses will be determined on a project by project basis and will be described in full detail, including requirements for a Quality Assurance Project Plan, in the individual delivery orders.

Other direct costs in excess of the base amount are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Period	Item	Base Amount
-----	-----	-----
BASE Period	ODC	TBD (see Section L.12)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be

operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included below.

The Contractor shall perform work under this contract only as directed in delivery orders issued by the Contracting Officer.

A. Background Information and Overview of NEPA Programs

Environmental review of major federal actions significantly affecting the quality of the environment is required by the National Environmental Policy Act of 1969 (NEPA). The Council on Environmental Quality (CEQ) established regulations for implementing NEPA in 40 CFR Part 1500. The Environmental Protection Agency (EPA) established regulations to govern its compliance with NEPA in 40 CFR Part 6. Section 102(2)(F) of NEPA requires

that EPA and other agencies support programs of international cooperation to protect the environment. NEPA is properly read together with: (1) the legislation implementing the North American Free Trade Agreement (NAFTA), other international free trade agreements, and U.S. international treaties and commitments, including international environmental treaties and diplomatic commitments; and (2) EPA's environmental laws providing explicit authority for EPA to cooperate with other agencies and to conduct education and training. These laws collectively authorize EPA's technical assistance and cooperative enforcement activities in the international arena. The Office of Federal Activities (OFA), within the Office of Enforcement and Compliance Assurance (OECA), and its regional counterparts are responsible for three NEPA-related programs.

(1) 309 Review Program : Under NEPA and Section 309 of the Clean Air Act, EPA reviews environmental impact statements (EISs) and other major actions proposed by other federal agencies. As a cooperating agency, EPA may also prepare environmental analyses for other federal agencies' EISs. OFA also administers the filing and information system for all federal environmental impact statements.

(2) NEPA Compliance Program : EPA must comply with NEPA and related laws, directives, and Executive Orders such as the Endangered Species Act and the National Historic Preservation Act which may require EPA to prepare an EIS or an environmental assessment (EA) for certain actions.

(3) International Enforcement, Compliance and EIA Programs : OFA is responsible for coordination of OECA's international enforcement, compliance, and environmental impact assessment (EIA) program activities.

Projects under any of these programs may require analysis of information regarding potential impacts including environmental, cultural, and public health impacts; development and analysis of options to avoid or minimize impacts; and development and analysis of measures to mitigate for adverse impacts. This contract is intended to provide technical and administrative assistance for activities in these three program areas, to OFA, OFA's ten (10) regional counterpart offices, and other EPA offices involved with these NEPA-related activities.

Areas of consideration under any delivery order(DO) may include natural resources and cultural, social and economic issues. Natural resource areas may include: water resources including ground and surface water hydrology, oceans and water quality; earth resources including soils, geology and topography; stratospheric ozone depleting substances, and climate change agents and mechanisms; sensitive resources including wetlands and floodplains; air resources including air quality, odor and noise; and biological resources including aquatic and terrestrial organisms; marine, brackish and fresh water systems; quality of fish and wildlife habitat; and vegetation evaluation.

Cultural resource, social and economic areas of consideration may include: public health including health effects, toxicology and risk assessment; archaeological, historical and cultural resources; sociological considerations including land use planning and productivity, urban quality, population projections, social patterns, community and public services, and aesthetics; and economic considerations including cost/benefit analyses, cost effectiveness evaluations, economic impacts, taxation, and user costs.

The types of projects that may be encountered may include: construction of publicly owned wastewater treatment and water supply facilities; discharges related to National Pollutant Discharge Elimination System (NPDES) permits particularly for new sources; effects of discharges on water bodies; waste management activities including non-hazardous, hazardous, radioactive, and mixed wastes; major water resources projects including flood control and irrigation; noise impacts; hydropower licensing and relicensing; land management including grazing; forest management including raw and salvage timber sales; coastal zone management; transportation development including highways, airports and mass transit systems; chemical impacts on ecosystems such as pesticide management practices; and non-point source pollution. Other types of delivery orders may include tasks in support of development of international enforcement and environmental impact assessment capacity including training, voluntary compliance and outreach, and technical assistance to other nations in enforcement, compliance and NEPA-related areas.

The NEPA programs use the following statutes, regulations, Executive Orders, and references which may also be referenced for tasks under DOs.

1. National Environmental Policy Act (NEPA), 42 U.S.C 4321 et seq.;
2. CEQ regulations implementing NEPA, 40 CFR Part 1500;
3. EPA regulations implementing NEPA, 40 CFR Part 6;
4. Section 309 and/or other sections of the Clean Air Act;
5. Section 404 and/or other sections of the Clean water Act;
6. Section 102 and/or other sections of the Marine Protection, Research, and Sanctuaries Act;
7. National Historic Preservation Act;
8. Endangered Species Act;
9. EPA regulations on ocean dumping, 40 CFR Parts 220-228;
10. EPA regulations on disposal of dredged or fill material, 40 CFR Parts 230-231;
11. EPA regulations for the Municipal Wastewater Treatment Works Construction Grants Program, 40 CFR Part 35;
12. EPA regulations for Public Participation in programs under the Resource Conservation and Recovery Act, the Safe Drinking Water Act, and the Clean Water Act, 40 CFR Part 25;
13. Executive Order 11988 - Wetlands;
14. Executive Order 11990 - Floodplains;
15. Executive Order 12898 - Environmental Justice;
16. U.S. Army Corps of Engineers, Wetlands Delineation Manual, 1987;
17. U.S. Fish and Wildlife Service, Habitat Evaluation Procedures (HEP); and
18. U.S. Army Corps of Engineers, Hydrogeomorphic (HGM) Approach for Assessing Wetland Functions

B. Statement of Work

1. Statement of Purpose : The Contractor shall provide technical services to support EPA's domestic and international NEPA-related program responsibilities. For the 309 Review Program, support may include tasks such as evaluation of environmental impact statements (EISs), environmental

assessments (EAs) and related technical documents, and preparation of technical reports in support of EPA's responsibilities as a Cooperating Agency. For the NEPA Compliance Program, support may include tasks such as preparation of EAs, EISs, and assessments relative to other environmental statutes and Executive Orders such as the Endangered Species Act, the National Historic Preservation Act, and the Executive Order on Environmental Justice. For the International Enforcement, Compliance and EIA Programs, support may include tasks such as development of informational and technical training materials. For all program areas, technical support may also include development of technical guidelines, manuals and workbooks, and training facilitation for personnel with EPA, other federal agencies and foreign countries.

2. Statement of Tasks : No legal services shall be performed for the Government under this contract unless prior written approval of the Office of general Counsel (OGC) is received. The Contractor shall provide technical support services for NEPA-related programs in the following areas:

1. Preparation of assessments, studies and methodologies including but not limited to: EISs or portions thereof, EAs, documents addressing cross-cutting environmental statutes and Executive Orders (such as the Endangered Species Act, the National Historic Preservation Act, and the Executive Order on Environmental Justice), development of measures to avoid or minimize impacts and to mitigate for adverse impacts, summaries of public comments, and proposed responses to technical questions raised in public comments;
2. Evaluation of documents such as: EISs, EAs, environmental studies and assessments, environmental audits, license and permit applications, and environmental management plans prepared by other federal agencies or license or permit applicants;
3. Development of program and project planning and implementation documents such as plans of study, quality assurance project plans, literature searches, library compilations, methodologies, technical transfer documents, manuals and workbooks;
4. Preparation of statistical analyses and reports on such analyses for NEPA-related projects such as analyses associated with EIS preparation and review of EISs and related technical documents prepared by other agencies and license and permit applicants;
5. Evaluations, studies, methodologies and technical transfer activities related to enforcement, compliance and environmental impact assessment for NEPA-related projects in or associated with foreign countries;
6. Development of training materials and preparation of information documents for the NEPA-related programs in English and possibly foreign translations including audio-visual materials, summaries of technical meetings, technology transfer documents, manuals, and workbooks. No materials will be released prior to EPA's approval;
7. Facilitation of training courses and modules related to NEPA's requirements and procedures, EPA's compliance with other environmental

statutes and Executive Orders, and enforcement, compliance and environmental impact assessment in foreign countries;

8. Preparations for and summaries of technical meetings and conferences, and public hearings and public information meetings including such activities as room logistics, attendee registration, minutes and summary of comments;

9. Data organization, analyses and preparation of technical and informational reports based on data and information from government and third party systems such as EPA's EIS filing and 309 review comment systems;

10. Preparation of statistical analyses and simulation models such as for groundwater or surface water flow regimes based on government and third party data and information;

11. Project file searches, document organization, copying, and summary preparation which may include but not be limited to preparation of files for project referrals to the Council on Environmental Quality, preparation of files for the Federal Records Center, responses to Federal agency requests for information, and responses to public information requests including Freedom of Information Act requests;

12. Preparation of plans of study and quality assurance project plans (**(see ATTACHMENT 1)**), and conduct and reports of field investigations and assessments which may include but not be limited to wetlands and floodplain determinations, and archaeological, cultural and historical resources determinations; and

13. Technical editing and preparation of draft and camera-ready copies of reports, technical-transfer and training materials; and language translation of documents, training and meeting materials.

DISCIPLINE DESCRIPTIONS

Professional Levels 4:

Senior Engineer such as Environmental, Sanitary, Chemical, Mining

Senior Scientist such as Environmental Scientist, Biologist, Aquatic Biologist, Ecologist, Geologist, Geohydrologist, Oceanographer, Meteorologist, Air Specialist, Archaeologist, Wetlands Scientist, Soil Scientist, Water Resources Scientist, Chemist, Sociologist, Toxicologist, Radiological Health Specialist

Senior Analyst/Planner such as Economist, Statistician, Programmer, Systems Analyst, Water Resources Specialist, Environmental Planner, Land Use Planner

Professional Levels 3:

Engineer such as Environmental, Sanitary, Chemical, Mining

Scientist such as Environmental Scientist, Biologist, Aquatic Biologist, Ecologist, Geologist, Geohydrologist, Oceanographer, Meteorologist, Air Specialist, Archaeologist, Wetlands Scientist, Soil Scientist, Water Resources Scientist, Chemist, Sociologist, Toxicologist, Radiological Health Specialist

Analyst/Planner such as Economist, Statistician, Programmer, Systems Analyst, Water Resources Specialist, Environmental Planner, Land Use Planner

Computer Specialist such as Programmer, Network/Web Specialist, Systems Analyst

Documents/Research Specialists such as Librarian, Editor

Professional Levels 2:

Engineer such as Environmental, Sanitary, Chemical, Mining

Scientist such as Environmental Scientist, Biologist, Aquatic Biologist, Ecologist, Geologist, Geohydrologist, Oceanographer, Meteorologist, Air Specialist, Archaeologist, Wetlands Scientist, Soil Scientist, Water Resources Scientist, Chemist, Sociologist, Toxicologist, Radiological Health Specialist

Analyst/Planner such as Economist, Statistician, Programmer, Systems Analyst, Water Resources Specialist, Environmental Planner, Land Use Planner

Computer Specialist such as Programmer, Network/Web Specialist, Systems Analyst

Documents/Research/Presentation Specialists such as Librarian, Editor, Graphics, Logistics

Professional Levels 1:

Engineer such as Environmental, Sanitary, Chemical, Mining

Scientist such as Environmental Scientist, Biologist, Aquatic Biologist, Ecologist, Geologist, Geohydrologist, Oceanographer, Meteorologist, Air Specialist, Archaeologist, Wetlands Scientist, Soil Scientist, Water Resources Scientist, Chemist, Sociologist, Toxicologist, Radiological Health Specialist

Analyst/Planner such as Economist, Statistician, Programmer, Systems Analyst, Water Resources Specialist, Environmental Planner, Land Use Planner

Computer Specialist such as Programmer, Network/Web Specialist, Systems Analyst

Documents/Research/Presentation Specialists such as Librarian, Editor, Graphics, Logistics

DEFINITIONS OF LABOR CLASSIFICATIONS

The following definitions of the labor classifications are the basis for this contract and the estimated costs herein.

(A) Professional

Level 4 - Oversees all aspects of work performed under the contract. Ensures that Delivery Orders (DOs) are assigned to appropriate project managers and staff, and that work is completed in accordance with the requirements of the contract and the respective DOs.

Typical Title: Project Manager
Normal Qualifications: Masters Degree or equivalent
Experience: 9 years or more

Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action or decisions.

Typical Title: Delivery Order Manager, Senior Engineer, Senior Scientist, Senior Analyst/Planner
Normal Qualifications: Masters Degree or equivalent
Experience: 7 years or more

Level 3 - Plans, conducts and supervises assignments normally involving smaller, routine projects, or under general supervision of project manager, plans and conducts technical components of larger projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Delivery Order Manager, Engineer, Scientist, Analyst/Planner, Computer Specialist, Documents/Research Specialist
Normal Qualifications: Masters Degree or equivalent
Experience: 5 years or more

Level 2 - Plans and conducts small, routine projects where minimal evaluation is required, or under supervision of a project manager or senior personnel, carries out assignments associated with larger, complex projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Delivery Order Manager, Engineer, Scientist, Analyst/Planner, Computer Specialist, Documents/Research/Presentation Specialist
Normal Qualifications: B.S. Degree or equivalent
Experience: 3 years or more

Level 1 - Lowest or entering classification. Works under close supervision of senior personnel or project manager. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Engineer, Scientist, Analyst/Planner, Computer Specialist, Documents/Research/Presentation Specialist
Normal Qualifications: B.S. Degree or equivalent
Experience: 0-3 years

(B) Technician

Level 3 - Performs non-routine and complex assignments. Works under the general supervision of a scientist or engineer. Performs experiments or tests which may require non-standard procedures and complex instrumentation. Records, computes and analyzes test data; prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician
Experience: 4 years or more

Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician
Experience: 2 years or more

Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technician
Experience: 0-2 years

C.4 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical and cost proposal entitled, "_____" dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical and cost proposals, the contract provisions take precedence.

C.5 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PROJECT PLAN (EP 52.210-130) (APR 1984)

The Contractor shall adhere to the procedures set forth in its Quality Management Plan dated _____, which is incorporated by reference.

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF CONTRACTOR REPROTS/DELIVERABLES

The cover of all reports/deliverables shall prominently display the following information:

- (1) Name and business address of the contractor
- (2) Contract Number
- (3) Delivery Order Number
- (4) Delivery Order Title
- (5) Name of Delivery Order Manager
- (6) Date

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. ENVIRONMENTAL PROTECTION AGENCY
401 M STREET, SW (2251A)
WASHINGTON, D.C. 20460

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding delivery orders, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs

required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 10th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contracting Officer
1	Delivery Order Project Officer
1	Project Officer

F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from Contract Award through September 30, 1998.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDERS ISSUED UNDER MULTIPLE-AWARD CONTRACTS

THE GOVERNMENT CONTEMPLATES MULTIPLE AWARDS OF A FIXED-RATE CONTRACTS RESULTING FROM THIS SOLICITATION AND ANTICIPATES AWARDING AS MANY AS FIVE (5) CONTRACTS.

1. Request for Offers

A. Delivery orders issued under this contract may be term form or completion form.

B. All multiple awardees will be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to FAR 16.505 (b). The cover memorandum for the statement of work (SOW) for each delivery order will identify the mechanism for submitting offers. The Contracting Officer may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered. **All multiple awardees must submit a proposal for each competed delivery order unless they have an organizational conflict of interest. Such conflicts must be documented in the contractor's response to the request for offer.**

The following methodology will be used by the Government to order Delivery Orders:

<u>Delivery Order Value</u>	<u>Ordering Methodology</u>
\$0 - \$25,000.00	Government review of information contained within offerors' original technical proposals submitted in response to the solicitation
\$25,000.01 - \$100,000.00	Submission of an Executive Summary for each delivery order by the offeror
\$100,000.01 and up	Submission of an Executive Summary, Technical Proposal, and Cost Proposal for each delivery order by the offeror

The Government has the right with any delivery order to require the contractors to submit an executive summary, technical proposal and cost proposal or any combination of the three.

Alternatively, or in addition, contractors may be given the opportunity to propose on a given delivery order by any of the following mechanisms:

I. The Contracting Officer may telephone contractors to identify resource availability for simple, well-defined tasks which only require the contractor to meet a stated schedule;

ii. The Contracting Officer may telephone contractors to identify resource availability and maximum cost for well-defined tasks;

iii. The Contracting Officer may telephone or issue written requests for written, oral or videotaped technical offers for tasks where a technical approach is needed. The Contracting Officer may request cost information as well; or

iv. The Contracting Officer may telephone or issue a written request to the contractors requesting submission of written offers for complex tasks, where a technical approach, as well as resource availability and cost or other factors, needs to be considered. The request may limit the number of pages for the offer based on the complexity of the delivery order.

C. Each written request for offer will include the following:

I. The Statement of Work (SOW) and the evaluation criteria which will be used to evaluate the offers, if required;

ii. The components of offer (technical and/or cost or other factors) to be submitted, if required;

iii. Format for submission;

iv. Time frame for submission of the offer;

v. Basis for selection; and

vi. Any other relevant instructions to the contractor, including those regarding discussions.

2. Offer Submission

A. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time specified in the request. As noted above, the more complex tasks may include technical and cost components. However, some may only require cost submissions. Written offers must be submitted in a standardized format.

B. Proposals submitted for task orders will be based on the fixed loaded labor rates set forth in the Clause B.2 entitled "FIXED LABOR RATES."

C. The contractor will be given a fair opportunity to be considered for each order over \$2,500 (unless an exception applies) and will be required to be available to perform each order over \$2,500. The contractor must participate in the order selection process for each order, and be available to perform if selected.

D. The only acceptable reasons for the contractor's nonparticipation in the task order issuance or selection process are:

I. inability to accept or perform the work because of a conflict of interest,

ii. capacity problem, or

iii. some other compelling factor which the Contracting Officer determines would affect the contractor's ability to perform the work and which justifies its nonparticipation in the order issuance process.

E. The technical component of an offer must include for each major subtask, as appropriate, for the prime and any subcontractor(s):

- I. Technical approach to perform the order, if required;
- ii. Staffing plan;
- iii. Delivery schedule;
- iv. References; and/or
- v. Any other requested information.

F. The cost component must include a breakdown of costs for each major subtask and an overall summary for the full task for the prime and any subcontractor(s).

G. The contractor shall be reimbursed for offer preparation costs in accordance with its established cost accounting practices. However, these costs shall not be reimbursed as direct charges against the contract.

3. Evaluation and Selection Procedures

A. Offers will be evaluated based on the method of selection described in the request for offer.

B. The method of selection for issuance of a delivery order will be tailored to the specific requirements of the delivery order. The methods of selection may be any one of the following:

I. **Issuance of the order to the contractor with the highest composite score.** In this case, the technical and cost components are both scored. The request for offers identifies the formula used to arrive at the composite score; e.g., the technical component is worth 70%, the cost component 20%, and past performance 10%.

ii. **Issuance of the order to the contractor offering the greatest value to the Government (technical quality more important than cost).** In this situation, the order issuance is based primarily on technical quality, with cost as a secondary consideration.

iii. **Issuance of the order to the contractor with the lowest evaluated cost, technically acceptable offer.** Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated cost.

C. If offers are not point or adjectivally scored, evaluation criteria will be rated as acceptable or unacceptable. If this rating approach is used, the request for offers will identify what constitutes an "acceptable" and "unacceptable" rating.

D. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions.

E. **The Contracting Officer's selection decision on each delivery order request shall not be subject to the protest or dispute provisions of the contract, except for a protest that the delivery order increases the scope, period or maximum value of the contract.**

4. Delivery Order Issuance

The Contracting Officer may issue delivery orders by facsimile or by electronic commerce methods. Within 10 working days of issuance of a facsimile or electronically transmitted delivery order, the Contracting Officer shall issue the delivery order in writing. The contractor shall stop work if a written task is not received within 15 days of receipt of a facsimile or electronically transmitted delivery order.

G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

NONE

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the

Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the

Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for

which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery order, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For

current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.7 OMB CIRCULAR A-133 AUDITS (EP 52.242-110) (DEC 1990)

The Office of Management and Budget (OMB) issued Circular A-133, effective on its Federal Register publication date of March 16, 1990, to establish audit requirements and define Federal responsibilities for implementing and monitoring such requirements for institutions of higher education and other nonprofit institutions receiving Federal awards.

(a) Institutions of higher education and other nonprofit organizations which receive \$100,000 or more in a year in Federal awards, including cost-type

contracts, grants, cooperative agreements, and loans, must have an audit made for that year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."

(b) If the amount of Federal awards is more than \$25,000 but less than \$100,000, an audit must be made for that year, in accordance with Circular A-133, or must be made of each Federal award.

(c) Nonprofit organizations (including institutions of higher education) receiving less than \$25,000 in a year in Federal awards are exempt from these audit requirements but must make records available for review by appropriate EPA officials.

(d) Definitions of various terms are contained in Circular A-133. The following are provided for convenience.

(1) "Award" means financial assistance and Federal cost-type contracts used to buy services or goods for the use of the Federal Government. It includes awards received directly from the Federal agencies or indirectly through recipients. It does not include procurement contracts to vendors under grants or contracts used to buy goods or services. Audits of such vendors (subcontractors) shall be covered by the terms and conditions of the contract.

(2) "Nonprofit institution" means any corporation, trust, association, cooperative or other organization which (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses its net proceeds to maintain, improve, and/or expand its operations. The term "nonprofit institutions" includes institutions of higher education, except those institutions that are audited as part of single audits in accordance with Circular A-128, "Audits of State and Local Governments." The term does not include hospitals which are not affiliated with an institution of higher education or State and local governments and Indian tribes covered by Circular A-128.

G.8 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES

H.2 PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would

be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 ANNUAL CERTIFICATION (EPAAR 1552.210-80) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.5 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$20,000.00	TBD
Option Period II	\$20,000.00	TBD
Option Period III	\$20,000.00	TBD
Option Period IV	\$20,000.00	TBD

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	10/01/98	09/30/99
Option Period II	10/01/99	09/30/00
Option Period III	10/01/00	09/30/01
Option Period IV	10/01/01	09/30/02

H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards

to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.8 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.9 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.12 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the

recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under

CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.13 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will, or may have, access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, to the submitter of the CBI prior notice of disclosure to the contractor.

H.14 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as

defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.15 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager
All Professional Level 4

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.16 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.17 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.18 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel are required to wear prominently displayed identification badges at all times when attending meetings, symposiums, conferences, etc. in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as speaker, panel member), those individuals in the Contractor's employ must supplement physical identification (e.g. badges, place-markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members.

H.19 EPA SPONSORED MEETINGS, WORKSHOPS, AND CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Delivery Order Project Officer will determine and advise the contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food lodging, etc. for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.20 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE

As concerns any delivery order which requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) submit reports that contain recommendations and that explain and rank policy action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the contractor's recommendations;
- (c) summarize the substance of their deliberations;
- (d) report any dissenting views;
- (e) list sources relied upon; and

(f) otherwise make clear the methods and consideration upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular task order.

H.21 ISSUANCE OF UNILATERAL TASK ORDER TO MEET CONTRACT MINIMUM

The Government has the right to issue unilateral task order(s) on a time and material basis to meet the contract minimum specified in the Section B.2 clause "MINIMUM AND MAXIMUM AMOUNTS" if the contract minimum has not yet been met where the Government and the contractor cannot mutually agree on such a task order. In the event that the Government issues a unilateral task order, it will be priced on labor hour basis using the rates specified in B.1 "FIXED LABOR RATES". The Government does not anticipate approving subcontracts for orders issued to meet the contract minimum.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-22	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	OCT 1995	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-39	FEB 1995	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.219-16	OCT 1995	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-8	OCT 1995	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-9	AUG 1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.223-14	OCT 1995	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	MAY 1992	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1996	COST ACCOUNTING STANDARDS
52.232-7	APR 1984	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-8	APR 1989	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JAN 1991	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	OCT 1995	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	APR 1984	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-- MODIFICATION (FAR 52.203-9) (SEP 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION

(1) I, _____[Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no

information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

Signature of the Officer or Employee Responsible
for the Modification Proposal and Date

Typed Name of the Officer or Employee Responsible
for the Modification Proposal

* Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a

certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.3 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (MAY 1995) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered, with 20% postconsumer material applies to other uncoated printing and writing papers such as writing and office paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

I.5 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **CONTRACT PERIOD MAXIMUM TO BE DETERMINED;**

(2) Any order for a combination of items in excess of **CONTRACT PERIOD MAXIMUM TO BE DETERMINED;**

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same

extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.8 CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT (FAR 52.223-9) (MAY 1995) DEVIATION

(a) As required under Section 6962 of the Solid Waste Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

CERTIFICATION

(1) I, _____ (name of certifier) am an officer or employee responsible for the performance of this contract and hereby certify that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, ____):

ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT UTILIZED*	TOTAL DOLLAR AMOUNT OF ITEM USED
_____	_____	_____

*In addition, for paper products, include the percentage of postconsumer material content utilized.

Signature of the Officer or Employee

Typed name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of Certification)

(b) The Contractor shall submit this certification annually to

Contracting Officer 1 copy

EPA Recycling Coordinator 1 copy
US EPA (MC 3204)
Washington, D.C. 20460

by November 1, for the previous government fiscal year (October 1 through September 30).

I.9 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

- (iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

I.10 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.11 PROMPT PAYMENT (FAR 52.232-25) (MAR 1994) DEVIATION

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the

10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for

more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor:

- (i) Is owed an interest penalty;
- (ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and
- (iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty

for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.12 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (FAR 52.232-33) (AUG 1996)

(a) *Method of payment.* Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT), at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) if the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) *Contractor's EFT information.* Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) *Required EFT information.* The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) *Contractor EFT arrangements.* The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of

the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) *EFT and prompt payment.* (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) *Payment office discretion.* If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) *Change of EFT information by financial agent.* The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

I.13 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (FAR 52.244-3) (APR 1985)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.

(b) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation .

(c) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(d) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.

I.14 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (APR 1984)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
-----	-----
1	QUAILITY ASSURANCE PROJECT PLAN
2	INVOICE PREPARATION INSTRUCTIONS
3	Client Authorization Letter
4	Past Perfomance Questionnaire

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990) DEVIATION

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any

information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement W601692-A2.

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), (ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the Officer or Employee Responsible
for the Offer and date

Typed Name of the Officer or Employee Responsible
for the Offer

* Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through

(c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a

certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991) DEVIATION

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less

than \$10,000, and not more than \$100,000, for each such failure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR

501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

[] Name and TIN of common parent;

Name _____

TIN _____

K.5 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers;

directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

- (1) Name of the agency and the number of the solicitation in question.
- (2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.
- (3) A description of the nature of the services rendered by or to be

rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.8 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.9 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.10 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____
_____	_____

K.11 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 1995) DEVIATION

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711 Engineering Services.

(2) The small business size standard is \$5,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) *Definitions.* Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its

stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.12 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative

action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.16 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

K.17 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(I) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(I) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

(I) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(I).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.18 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (FAR 52.223-8) (MAY 1995)

(a) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL*
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

(b) Prospective offerors are cautioned that the Government will conclude that the percentages(s) of recovered materials to be used in products and services to be provided under any resulting contract shall be "0%" if the estimate(s) requested in this solicitation provision are left blank.

(c) Prospective offerors are further cautioned that estimated percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

K.19 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1995)

(a) The offeror, by signing this offer, certifies that--

(NOTE: The offeror must check the appropriate box(es).)

☐ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

☐ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

☐ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

☐ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

☐ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

☐ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

K.20 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (NOV 1993)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to

the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) One copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified

contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.21 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.22 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984) DEVIATION

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately
preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs
under Government contracts. (Check appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order
Process
Accumulating System		

Job Order
 Process

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
 Contracting Department
 Other

(describe).

(p) Has system of control of Government property been approved by a

Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

**K.23 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.24 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	JUL 1995	SUBMISSION OF OFFERS
52.215-10	AUG 1996	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	JUL 1995	FAILURE TO SUBMIT OFFER
52.215-16	OCT 1995	CONTRACT AWARD ALTERNATE II (OCT 1995)
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of as many as five (5) Fixed-Rate Indefinite Delivery/Indefinite Quantity contracts resulting from this solicitation.

**L.4 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (FAR 52.216-28)
(OCT 1995)**

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) DEVIATION

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

R. Steven Frate

Hand-Carried Address:

Environmental Protection Agency
499 South Capitol Street, 3rd Floor
Washington, DC 20003

Mailing Address:

Environmental Protection Agency
401 M Street, S.W. (3803F)
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present,

or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of October 1, 1997.

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS

A. General Instructions

The proposal must contain all the pertinent information in sufficient detail to permit evaluation of the proposal by each factor and subfactor. The content of each volume must be sufficient in detail and scope to provide the evaluators with a clear understanding of the Offeror's approach.

The proposal must clearly and convincingly demonstrate that the Offeror thoroughly comprehends all technical requirements, including special provisions, of the RFP. The proposal must also demonstrate that the Offeror is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements. General statements paraphrasing the requirements or parts thereof (e.g., "the Offeror understands the problem and can or will comply with the requirements of the RFP") are considered inadequate and unsatisfactory.

In preparing this proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. The detailed information must be included in the most logical place and summarized and referenced in other areas.

B. Proposal Submission

1. Proposals submitted in response to this RFP shall be received no later than the time and date specified on Standard Form 33 (Section A of the Request for Proposals) and at the location specified on said Form 33.

2. Proposals submitted via the U.S. Postal Service shall be addressed to:

U.S. Environmental Protection Agency
Bid/Proposal Room (3803F)
Attn: Robert J. Singman
401 M Street, S.W.
Washington, DC 20460-0001

C. Proposal Preparation

In the event any portion of the proposal is not written by a bonafide employee of the firm submitting the proposal, a certification to this effect shall be attached to the RFP package and signed by a responsible officer of the Offeror showing the person's name, employment capacity, the name of his/her firm, the relationship of that firm to the Offeror, and the portion of the proposal so written by the individual. (Refer to Section K-1 of this RFP).

D. Proposal Format

The proposal shall be prepared on standard-size 8 1/2" x 11" 100% recycled paper, single spaced, with foldouts as required. Two-sided printing is required, except on the foldouts. Each Offeror shall utilize Times New Roman 12-point type. Type size shall not be smaller than 12 characters per inch. Reduction may be used only for tables and figures, but legibility must be maintained. If foldout pages are used, they shall not exceed 11" x 17". Each foldout shall count as two (2) pages toward the page count of the appropriate volume. Margins shall not be less than one-inch at top, bottom, and sides, excluding page number. Warning: In the event an offeror exceeds the specified page limit for the Technical/Management volume, the Government will remove the excess pages from the back of the volume, and they will not be evaluated. No cost information shall be submitted in any other volume other than the Cost Volume.

1. Cover and Title Page. The Cover and Title page of each proposal must indicate the following information:

The document number and title (Volume I - Technical Proposal; Volume II - Cost Proposal);

The service nomenclature and solicitation number of the RFP;

The full company name of the offeror;

The address of the offeror;

Offeror's position regarding disclosure of proposal data in accordance with the provisions entitled "Restrictions on Disclosure and use of Data in Proposals".

2. Master Index. The Master Index must provide a single integrated index for the entire proposal. The Master Index must be placed at the beginning of each volume. This Master Index must identify each major subsection by number, title, volume, and page number. This index must also cross reference the appropriate proposal volume and paragraphs to specific RFP

paragraphs. The intent of the Master Index is to assure that all requirements are addressed and easily accessible to the evaluators. Copies of the Master Index must be identical for all volumes.

3. Binders. The proposal volumes shall be provided in separate three-ring binders to permit removal of individual sections. The company name of the Offeror shall appear at the top of each page.

E. Proposal Content

Each Offeror shall submit a proposal in response to this solicitation subject to the following requirements and limitations:

<u>VOLUME</u>	<u>TITLE</u>	<u>PAGE LIMIT</u>	<u>ORIGINAL</u>	<u>COPIES</u>	<u>TOTAL</u>
I	Technical/Management	300	1	5	6
II	Cost	No Limit	1	3	4
III	Solicitation Set	N/A	1	1	2

Warning: In the event an offeror exceeds the specified page limit for the Technical/Management volume, the Government will remove the excess pages from the back of the volume, and they will not be evaluated. No cost information shall be submitted in any other volume other than the Cost volume.

TECHNICAL PROPOSAL - VOLUME I REQUIREMENTS

The technical proposal and associated references are the sole bases for evaluating the technical merits of what is offered, the degree to which the offeror's claims of performance capability are supported, and the ability of the offeror to perform in accordance with the requirements. The technical/management factors to be considered are discussed herein.

The technical proposal shall encompass the factors listed below. The evaluation of each factor will consider completeness and clarity, degree of compliance with the solicitation, and the risk of the proposed approach.

Each section shall be titled and tabbed for easy identification. Tabs will not be counted in the overall page count for the Volume. The technical proposal shall be organized as follows:

- 1.0 Technical Proposal
 - 1.0.1 Introduction
 - 1.0.2 Executive Summary
 - 1.0.3 Index
 - i. Title Page
 - ii. Table of Contents
 - iii. List of Figures
 - iv. List of Tables
 - v. List of Appendices
- 1.1 Management Approach and Personnel Qualifications
 - 1.1.1 Management Approach
 - 1.1.2 Quality Assurance
 - 1.1.3 Key Personnel
- 1.2 Technical Approach
- 1.3 Corporate Experience
- 1.4 Past Performance

Section 1.0.1 - Introduction

This section shall provide the following information concerning the company (or other business entity); date of founding, place of incorporation (if applicable), principal stockholders and key corporate officers (if a corporation), parent firm (if a subsidiary), or other ownership (individual, partnership, other), location of home and field offices, location and general

summary description of facilities, and type of work in which the firm is engaged, including a complete listing of all approved Standard Industrial Classification (SIC) codes for the company or its performing subsidiary.

Section 1.0.2 - Executive Summary

This section shall briefly summarize the approach proposed to achieve the overall performance requirements. This section should reflect the offeror's clear understanding of the requirements of the Statement of Work.

SECTION 1.1 - MANAGEMENT APPROACH AND PERSONNEL QUALIFICATIONS

1.1.1 MANAGEMENT APPROACH: The management approach should clearly indicate the lines of authority and communication among management and staff, the plan for managing projects for the Office of Federal Activities (Headquarters) and the ten (10) regional offices, the system for identifying and addressing any problems that might arise, the subcontractor management plan, and the system for controlling delivery orders.

1.1.2 QUALITY ASSURANCE: The Offerors' Quality Management Plan will be evaluated based on the Offerors' demonstrated capability and expertise for quality assurance. The Quality Management Plan shall address the following:

A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work (SOW) and the individual Delivery Orders (DOs) issued pursuant to the SOW; An organizational chart showing the position of a QA function or person within the organization; A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization; The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the SOW and the individual DOs issued pursuant to the SOW; The background and experience of the proposed personnel relevant to accomplish the QA specifications in the SOW and the individual DOs issued pursuant to the SOW; The offeror's general approach for accomplishing the QA specifications in the SOW and the individual DOs issued pursuant to the SOW.

1.1.3. KEY PERSONNEL: The key personnel may be either a member of the prime contractor team, a consultant or subcontractor, and includes: the Project Manager, Delivery Order Project Officer(s); Quality Assurance Manager; and the senior level employee(s) classified as P4 level, who will be conducting or managing the work for a given delivery order, and their work availability status under this contract. Their education, experience and expertise should be demonstrated relative to the Statement of Work for this solicitation including their role as contributors or preparers of the Offeror's technical proposal.

SECTION 1.2 - TECHNICAL APPROACH:

The Offerors will be evaluated on their demonstrated ability to recognize and address the complexities, difficulties and problems involved with the programs and tasks associated with the Statement of Work including: methods and techniques; natural, cultural and socio-economic impacts; impact avoidance, minimization and mitigation; NEPA and related laws, directives, and

Executive Orders; international enforcement, compliance and environmental impact assessment including cultural barriers; utilization of computerized and other information management systems and statistical analyses; and public/community involvement.

SECTION 1.3 - CORPORATE EXPERIENCE:

The Offerors will be evaluated on the extent of their demonstrated experience and abilities in performing work of similar scope, diversity, complexity and relevancy to the Statement of Work (SOW) including projects and activities related to: the National Environmental Policy Act (NEPA) and related laws, directives, and Executive Orders; the international arena associated with providing training and technical assistance for projects involving environmental enforcement and compliance including voluntary compliance programs, and environmental impact assessment; information management and analyses including statistical analyses; and public/community involvement.

SECTION 1.4 - PAST PERFORMANCE:

Offerors shall submit the information listed below as part of their proposal for both the Offeror and proposed subcontractors. The information may be submitted prior to the other parts of the proposal to assist the Government in reducing the evaluation period.

A. A list of the contracts and subcontracts completed during the past three (3) years and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts listed may include those entered into with Federal, State, Tribal and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to this solicitation. Include the following information for each contract:

1. Name of contracting activity.
2. Contract number.
3. Contract title.
4. Contract type.
5. Brief description of contract or subcontract.
6. Total contract value.
7. Period of performance.
8. Contracting officer and telephone.
9. Program manager and telephone.
10. Administrative contracting officer, if different from #8, and telephone.
11. List of major (over \$500,000) subcontractors (if applicable).

B. Offerors shall not provide general information on their performance on the identified contracts. General performance information will be obtained from the references. If no response is received from a reference, the Government will make an attempt to contact another reference identified by the Offeror, to contact a reference not identified by the Offeror, or to complete the evaluation with those references who responded. If none of the references respond, an Offeror will receive a neutral score. Attempts to obtain responses will not go beyond two telephonic messages and/or written requests from

the Government.

C. If negative feedback is received from an Offeror's reference, the Government will compare the negative response to the Offeror's other references to note differences. A score will be assigned appropriately to the Offeror based on the information received. Negative and/or positive responses will only be revealed to an Offeror during post-award debriefings.

D. Offerors must send Client Authorization Letters (Attachment 3) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

If an Offeror has no relevant past performance history, an Offeror must affirmatively state that it possess no relevant directly related or similar past performance. If an Offeror does not indicate whether past performance history exists, the Offeror's proposal may be considered ineligible for award.

Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The Offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

E. The Offeror may describe any quality awards or certificates that indicate the Offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of the company (one division or the entire company) which received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three (3) years old, present evidence that the qualifications still apply.

F. Each Offeror will be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude, and complexity to this requirement. Performance information will be used for both responsibility determinations and as an evaluation factor against which Offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of this procurement. The Past Performance Questionnaire (Attachment 4) will be used to collect this information. References other than those identified by the Offeror may be contacted by the Government and used in the evaluation of the Offeror's past performance.

VOLUME II - COST PROPOSAL REQUIREMENTS

The cost volume of the proposal will present the offeror's understanding of the RFP's requirements and the offeror's ability to organize and to perform the work efficiently. The evaluation will be based on an analysis of the realism and completeness of the cost proposal, and traceability of the cost to the offeror's technical proposal and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to EPA/DCAA's recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the actual/most probable costs to be incurred under this contract. If the proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed rates may be adjusted upward or downward to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's actual/probable costs. Therefore, any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained in the cost volume. The burden of proof for cost credibility rests with the offeror.

A fixed-rate indefinite delivery/indefinite quantity (ID/IQ) type contract will result from this solicitation. Proposals submitted on a basis other than ID/IQ will be ineligible for award. Selected cost/price information shall be submitted so that EPA can determine whether the offeror understands the effort required by the solicitation.

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) - (b)(9), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

NOTE: OFFERORS ARE REMINDED THAT VOLUME II - COST PROPOSAL AND THE OFFEROR'S SIGNED COPIES OF THE RFP AND ALL AMENDMENTS THERETO ARE TO BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL. NO COST INFORMATION IS TO BE PRESENTED IN THE VOLUME I - TECHNICAL PROPOSAL.

The Cost Proposal shall be organized as follows. Each section shall be titled and tabbed for easy identification.

Section 2.0 - Cost Volume Outline

- i. Title Page
- ii. Table of Contents
- iii. List of Figures
- iv. List of Tables
- v. List of Appendices

Section 2.1 - Summary Cost Data

- 2.1.1. Submission of Cost Data, Prime Contractor
- 2.1.2. Submission of Cost Data, Subcontractor
- 2.1.3. Management Reductions
- 2.1.4. Small and Disadvantaged Business Plan
- 2.1.5. Exceptions
- 2.1.6. Equal Opportunity Review

Enumerated below is a brief outline of the minimum requirements for each section and subsection of the Cost Proposal.

Section 2.1.1. - Submission of Cost Data, Prime Contractor

(1) General - Submit cost or pricing data, prepared in accordance with FAR 15.804 and the following:

(I) Clearly identify separate cost or pricing data associated with any:

(A) Options to extend the term of the contract; and/or

(B) Major tasks, if required by the special instructions.

You may indicate the above cost or price detailed data in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described.

(ii) Clearly identify all costs and data in support of the proposed cost/price. Include the index required by FAR 15.804, Table 15-2 Paragraph 4.

(iii) Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

(v) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.

(vi) If the contract includes the clause at EPAAR 1552.232-73, "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in your cost proposal the estimated costs and burden rate you will apply to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(vii) Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

(2) Direct Labor.

(I) Attach support schedules indicating types or categories of labor together with labor hours for each category, indicating rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names.

(ii) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(iii) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

(iv) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(v) The level of effort for each position is to be proposed in work years. A work year is considered to consist of 2080 hours inclusive of direct and indirect time (40 hours per week x 52 weeks per year = 2080 hours). Your proposal must identify proposed work years and clearly identify how many hours in each work year are direct (i.e. productive working hours) and how many are indirect (i.e. paid absences). If your company policy includes a different base work week, your total available hours would be different. For example, if your company's policy calls for a 37.5 hour work week, you would deduct your paid absences from 1950 hours (37.5 hr/wk x 52wks/yr = 1950 hrs). It should also clearly identify the paid absences as to how many hours are for holiday and how many hours are for vacation and sick leave. The amount of indirect time (paid absences) identified in your proposal must be consistent with company policy and must allow for the ten Federal Government holidays.

(3) Indirect costs (overhead, general, and administrative expenses).

Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide detailed supporting computations. These computations may include historical as well as budgeted data. Indicate whether your computations are based upon historical or projected data. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(4) Travel expense.

(I) Attach a schedule illustrating how travel was computed. Include a breakdown indicating the number of trips, number of travelers, destination, purpose and cost.

(ii) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect cost and fee.

(5) Consultant service.

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.

(6) When the cost of a subcontract is substantial (25 percent of the estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime Contractor's costs. Include a cost or price analysis of the subcontract costs in accordance with FAR 15.806-1(a)(2).

(7) Equipment (not including special equipment).

(I) If direct charges for use of existing contractor equipment are proposed, provide a description of these items and details of the basis of such charges.

(ii) If equipment purchases are proposed, provide a description of these items, details of the proposed costs (including at least three price quotes), and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(8) Facilities and special equipment, including tooling.

(i) If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(ii) If fabrication by the prime Contractor is contemplated, include details of material, labor, and overhead.

(9) Other Direct Costs.

(i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct change on any resulting contract.

(ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(iii) Contractor Unique ODCs - All other direct costs shall comply with FAR Part 31.

2.1.2. Submission of Cost Data, Subcontractor

Detailed cost information shall be provided for any proposed major subcontract estimated to be more than \$500,000. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a subcontractor must be received by the time, date, and at the location specified in the receipt of proposals (See BlK (9) of the Standard Form 33). The terms of the Section L provisions entitled "Late Submissions, Modifications, and Withdrawals, of Proposals" apply to the receipt of any subcontractor submitted data. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror and a statement that the package is subcontractor data relevant to the proposal from the prime offeror.

The prime offeror shall indicate potential subcontractor competition, rationale for selection of probable source(s), and the reasons why the costs are considered reasonable. The prime offeror shall furnish analyses of subcontractor costs performed. Subcontractor information shall include, as a minimum, the following information:

- (1) Proposed subcontractor, address and place of performance;
- (2) Description of supplies/services to be subcontracted;
- (3) Anticipated subcontract value; and
- (4) Type of subcontract to be used.

Note that the Offeror shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent. (Reference FAR Clause 52.244-5) (Apr 1984).

2.1.3 Management Reductions

Management reductions to proposed costs must be fully explained. For example, if an offeror makes a management reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e. which elements of costs) the proposed management reductions will be made.

(Note: Statements such as "support will be provided later" are unsatisfactory.)

Section 2.1.4 Small and Small Disadvantaged Business Plan

The Small Business/Small Disadvantaged Business Subcontracting Plan shall be prepared in accordance with FAR 19.704. An original and one (1) copy of the plan is to be submitted to EPA with the Cost Proposal Volume.

In the plan, the offeror is encouraged to abide by the following percentages for the total subcontracting dollars:

- 30% allocated to Small Businesses
- 20% allocated to Small Disadvantaged Businesses
- 5% allocated to Women-Owned Businesses

The Offeror's attention is directed to the Clause in Section I, Clause 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan (August 1996)." This clause requires that the plan be made part of any contract resulting from the solicitation.

Section 2.1.5 Exceptions

This section shall consist of any exceptions the offeror has to terms or conditions of the solicitation. Offerors are reminded that exceptions to the solicitation are discouraged because they may result in the proposal being determined to be a non conforming counteroffer. Any exceptions to the terms and conditions of the solicitation shall be addressed in the event discussions are held. Offerors should be aware that the appropriate time to request clarifications or exceptions to the terms and conditions of the contract as set forth in the RFP, is during the proposal preparation stage before proposals are submitted. Note: Offerors may submit written questions during the proposal preparation period. It is requested that all questions be received fifteen (15) calendar days after the date of this solicitation to allow the EPA adequate time to prepare and issue responses to all offerors prior to the date and time set for receipt of proposals. EPA will continue to accept questions up to the closing date of the solicitation; however time may not permit responses to questions received less than fifteen (15) calendar days after the date of this solicitation. Only written questions will receive a response. It is required that each question should include the document name, document date, specific page, paragraph, clause or other definitive citation requiring clarification. All questions should be directed to the Contract Specialist.

Section 2.1.6 Equal Opportunity Review

Each offeror shall provide as part of their offer a list of first tier subcontractors whose estimated subcontractor value exceeds \$1,000,000. This list shall include the company's name, address, and estimated subcontractor value.

VOLUME III - SOLICITATION SET

This volume is to be composed of two (2) completed, original signed and dated copies of the solicitation set and any amendments issued. The loose leaf solicitation sets shall be individually wrapped in either paper or biodegradable plastic. Each set shall be clearly identified by a label applied to the outside wrapper which contains the information required for a cover

page.

L.10 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation either in writing or Electronic Mail (E-Mail) to the contract specialist. Offerors may submit technical questions by E-MAIL to **SINGMAN.ROBERT@EPAMAIL.EPA.GOV**. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.11 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.12 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

The Government anticipates Other Direct Costs may be used for the following types of activities: travel, field investigations and laboratory analyses (not limited to collection and analyses of soil samples, surface and ground water samples, and air samples; remote sensing; archaeological and historical site evaluations; biological assessments). Any requirement for such field and laboratory investigation, evaluation and analyses will be determined on a project by project basis and will be described in full detail, including requirements for a Quality Assurance Project Plan, in the individual delivery orders. The Contractor shall identify unique Other Direct Costs.

For evaluation purposes, offerors shall propose the following amounts:

BASE Period

Cost Category	Base Amount
-----	-----
ODC OTHER	\$380,000

Option Period I

Cost Category	Base Amount
-----	-----
ODC OTHER	\$390,000

Option Period II

Cost Category	Base Amount
-----	-----
ODC OTHER	\$405,000

Option Period III

Cost Category	Base Amount
-----	-----
ODC OTHER	\$415,000

Option Period IV

Cost Category	Base Amount
-----	-----
ODC OTHER	\$430,000

L.13 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.14 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This procurement is being processed as follows:

- (a) Type of set-aside: No Applicable Set-Aside
- Percent of the set-aside: 0%
- (b) 8(a) Program: Not Applicable

L.15 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.16 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as

Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.000, and a small business for the purpose of the Small Business Administration (SBA) size standard in the Standard Industrial Code (SIC) applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) A Protege firm may self-certify to the offeror that it meets each of the eligibility requirements above. The offeror may rely in good faith on a written representation of a business concern that such business concern meets the requirements set forth in paragraph (c). Where there may be a concern regarding the Protege firm's eligibility to participate in the Program, the Protege's eligibility will be determined by the Contracting Officer in consultation with the Small Business Administration.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program.

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting Officer whether their application is approved or rejected. The Contracting Officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable on a direct basis to the contract. Unless EPA is the responsible audit agency under FAR 42.703, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.

The application for the Program shall be submitted to the Contracting Officer, and to the OSDDBU at the following address:

Senior Program Office for Direct Procurement
Office of Small and Disadvantaged
Business Utilization
U.S. Environmental Protection Agency
401 M Street, S.W. (A-149C)
Washington, D.C. 20460
Telephone: (703) 305-7305
Fax: (703) 305-6462

L.17 TASK ORDERS ISSUED UNDER MULTIPLE-AWARD CONTRACTS

EPA anticipates multiple-award contracts, under this solicitation. Information is provided as guidance on how task orders will be awarded under the resulting contracts in the Section G.1 clause entitled "TASK ORDERS ISSUED UNDER MULTIPLE-AWARD CONTRACTS".

The minimum amount shown in the clause in Section B entitled "MINIMUM AND MAXIMUM AMOUNTS" reflects the minimum amount which will be included in each of the contract awards.

The contract maximum to be specified in the Section B.2 clause, entitled, "MINIMUM AND MAXIMUM AMOUNTS" will reflect the Contractor's projected contract total maximum cost for that period. The Government is not obligated to order the maximum from any contractor.

As specified in Section H, task orders issued on a unilateral basis shall utilize the fixed loaded rates set forth in Section B, "FIXED LABOR RATES".

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (APR 1984)

(a) The Government will select an offeror for negotiation and award in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR 1515). The significant features of this procedure are:

(1) The Government will evaluate cost or price in accordance with FAR Part 31. In addition the Government will evaluate proposals to determine cost realism. Cost realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of its understanding of the requirements of this solicitation.

(2) The Technical Evaluation Panel will evaluate and score technical proposals against the specified Technical Evaluation Criteria.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (APR 1984)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. The Government will consider other factors, as listed below in descending order of importance, secondary to both technical quality and cost or price:

(1) Small business concerns which are also labor surplus area concerns;

(2) Other small business concerns; and

(3) Other concerns which are also labor surplus area concerns.

As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. As the technical merit and the evaluated cost or price become essentially equal, other factors may become a determining factor.

(b) Technical Evaluation Criteria

THE OFFEROR SHOULD TAKE INTO CONSIDERATION THE TECHNICAL PROPOSAL INSTRUCTIONS IN CLAUSE L.9 WHEN DEVELOPING THE TECHNICAL PROPOSAL.

1. MANAGEMENT APPROACH AND PERSONNEL QUALIFICATIONS

WEIGHT 30 points = 30%

Extent to which the Offeror's management approach and key personnel address the programmatic, organizational and functional requirements as described in the SOW while providing economy and efficiency to the Government, including the quality, feasibility, appropriateness and completeness of the Offeror's:

1.1. Plan for project management including projects for Headquarters and the ten (10) regional offices, roles and responsibilities, communications, controls plans including subcontract management, and problem resolution (15)

1.2. Quality management plan (10)

1.3. Key personnel (5)

2. TECHNICAL APPROACH

WEIGHT 30 points = 30%

2. Extent to which the Offeror's proposal addresses the programs and task requirements described in the SOW including techniques, processes, and understanding of the complexities, difficulties and problems involved (30)

3. CORPORATE EXPERIENCE

WEIGHT 20 points = 20%

3. Offeror's demonstrated corporate experience and abilities in performing work of similar scope, diversity, complexity and relevancy to the requirements of the SOW.. . . . (20)

4. PAST PERFORMANCE

WEIGHT 20 points = 20%

Offerors will be evaluated on their past performance in accordance with the technical instructions provided in Section L of this solicitation.

TECHNICAL EVALUATION CRITERIA TOTAL100

ATTACHMENT 1

QUALITY ASSURANCE PROJECT PLAN

QUALITY ASSURANCE PROJECT PLANS

For each delivery order which includes the requirement for a Quality Assurance Project Plan (QAPP), the contractor shall submit one (1) copy to the Project Officer and one (1) copy to the Delivery Order Project Officer of a draft QAPP by the date set forth in the delivery order. The QAPP defines the data quality objectives for a project, identifies the critical measurements to be performed, and discusses the various Quality Control/Quality Assurance activities to be conducted during the measurement portion of the work. The QAPP shall describe specific procedures for all environmental data operations, including field investigations and sample analysis, needed to accomplish the requirements of the delivery order. The QAPP shall consist of the following form and content as appropriate for the tasks in the delivery order:

1. Title page with provision for approval signatures.
2. Table of contents.
3. Project description including purpose and objective of all data management operations.
4. Project organization and responsibilities.
5. Quality assurance objectives for measurement of data in terms of precision, accuracy, completeness, representativeness and comparability.
6. Sampling procedures.
7. Sample custody.
8. Calibration procedures, references, and frequency.
9. Analytical procedures.
10. Data reduction, validation, and reporting.
11. Internal quality control checks and frequency.
12. Quality assurance performance audits, system audits, and frequency.
13. Quality assurance reports to management.
14. Preventive maintenance procedures and schedules.
15. Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved.
16. Corrective action.

The Government will review and return the Draft QAPP indicating approval or disapproval and comments. The Contractor shall then make the appropriate revisions and submit the Final QAPP for approval.

The approved Final QAPP shall be incorporated into the approved Final Work Plan for the delivery order.

ATTACHMENT 2

INSTRUCTIONS FOR EPA FORM 1900-68

INSTRUCTIONS FOR EPA FORM 1900-68


NOTICE OF CONTRACT COSTS
SUSPENDED AND/OR DISALLOWED

When a PO or CO identify costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those cost, the associated reasons and to communicate the action to all necessary parties. Examples of costs that a PO might suspend without CO involvement are: math errors, incorrect rates, and a lack of available funds. Examples of costs the CO involvement would be necessary to suspend or disallow cost include lack of authorization to incur cost, unnecessary cost incurred, and excessive costs. Section A, Cost suspension may be filled out by either the CO or PO. The PO and/or CO must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of receipt on the applicable area on Form 1900-68 and return a copy of it to either the PO or CO who made the suspension. A copy of the Form 1900-68 would go to RTP Finance with Approval Forms package. Copies of the Form 1900-68 would be filed by the PO and/or CO and a copy sent to the applicable Cost Advisory Office for use in interim and final audits.

The Form 1900-68 states that the contractor has 60 days to respond to the suspension, or the cost will be considered disallowed and those cost should be transferred to an unallowable account in the contractor's accounting records. If the contractor wishes to respond to the suspension, it must as a minimum furnish documentation specified on the Form 1900-68 for the costs to be considered allowable. The contractor will then resubmit this documentation to the PO and CO for review. Either the CO or PO who originally suspended the costs will consider the documentation and, if it is adequate, they will fill out Block B of the same Form 1900-68. (Removal of Suspension) for some or all of the cost suspended. Copies of this revised Form 1900-68 would go to the contractor, CO and PO, RTP FMC, and Cost Advisory Office.

The Contractor may rebill suspended costs after receiving the Removal of Suspension using a separate invoice and attach the Form 1900-68 Removal of Suspension notice to the invoice. The contractor must then resubmit this bill for payment in accordance with contract invoicing requirements.

If the contractor prepares supporting documentation for suspended costs that the PO deems unacceptable, the PO will notify the CO of this and ask for a final determination on the allowability of the costs. If the CO agrees with the PO, a revised 1900-68 with Block C (Disallowance of Costs) should be completed and sent to the contractor instructing the contractor to eliminate such costs on future invoices and to move such costs to unallowable accounts on their accounting records. The contractor must acknowledge receipt of the disallowance notice by signing and returning the notice to the CO. Where the CO processed the suspension, the CO will inform the PO and disallow the Cost. Copies of the revised Form 1900-68 should be sent to RTP Finance, the contract file, and the applicable Cost Advisory Office.

 <div style="display: inline-block; vertical-align: middle;"> United States Environmental Protection Agency NOTICE OF CONTRACT COSTS SUSPENDED AND/OR DISALLOWED </div>		PAGE __ OF __ PAGES
TO: (Name and Address of Contractor)	Contract Number	Date:
	Delivery Order Number (If Applicable)	Voucher Number Reference
1. SUSPENDED COSTS, as referred to herein, are cost which, for the reasons stated below, have ben determined b y the undersigned to be inadequately supported or otherwise questionable, and not appropriate for reimbursement under the contract terms at this time. Such costs may be determined reimbursable after the contractor provides the Contracting Officer and/or Project Officer additional documentation or explanation as specified below. 2. DISALLOWED COSTS, as referred to herein, are costs which, for the reasons stated below, have been determined by the undersigned to be unallowable, that is not reimbursable under the contract terms. 3. This notice must be responded to by the contractor within 60 days of issuance. Any suspended cost will be come disallowed of the contractor does not respond in the time allocated. These disallowed cost should be removed from the contractor's accounting records for this contract. 4. The contractor may not rebill any suspended cost on this form until notified by the Contracting Officer and/or Project Officer on this contract that the suspension has been lifted. 5. If the contractor disagrees with this/these determinations, the contractor may (1) request in writing the cognizant contracting officer to consider whether the unreimbursed costs should be paid and to discuss their findings with the contractor and/or (2) file a claim under the "Disputes" clause of the contract. 6. Copies of this Form 1900-68 should be distributed o the Contracting Officer, Project Officer, RTP Finance, and the applicable Cost Advisory Office.		
A. COST SUSPENSION		Date of Notice
Contracting Officer or Project Officer		Invoice Number
Name and Title of Authorizing Official		Signature
ITEM	Description of Items and Reason for Action. Documentation Needed in order to rebill suspended costs.	Amount of Costs
B. REMOVAL OF SUSPENSION		Date of Notice
Contracting Officer or Project Officer		Invoice Number
Name and Title of Authorizing Official		Signature
ITEM	Description of Items and Reason for Action.	Amount of Costs
C. DISALLOWANCE OF COSTS		Date of Notice
Contracting Officer		Invoice Number
Name and Title of authorized Official		Signature
ITEM	Description of Items and Reason for Action.	Amount of Costs
CONTRACTOR'S ACKNOWLEDGMENT OF RECEIPT: The contractor or its authorized representative shall acknowledge receipt of this notice to the Project Officer and/or Contracting Officer		
Date of Notice	Name and Title of Authorized Official	Signature

ATTACHMENT 3

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(offeror's point-of-contact)

Sincerely,

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: _____

Contract Information (supplied by offeror in proposal)

Name of Contractor: _____ Contract Number: _____

Contract Title: _____ Contract Value: _____

Type of Contract: _____ Period of Performance: _____

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

_____ Name	_____ Mailing Address (Street and P.O. Box)
_____ Title	_____ City, State and Zip Code
_____ Time of Call	_____ Telephone and Fax Numbers

15. Questionnaire completed by:

Name of EPA Employee

Signature of EPA Employee

Title

Date Questionnaire Completed